

L01000001823

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LIMITED LIABILITY AMENDMENT

DGE PROPERTIES, LLC

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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
DGE PROPERTIES, LLC**

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DGE

Pursuant to Section 608.411 of the Florida Limited Liability Company Act, DGE Properties, LLC, a Florida limited liability company, Document #L01000001823 (the "Company"), hereby amends and restates its Articles of Organization, originally filed on February 2, 2001, to read in their entirety as set forth herein. These Amended and Restated Articles of Organization have been duly executed, are being filed in accordance with Section 608.411 of the Florida Limited Liability Company Act, and shall be effective upon their filing with the Florida Secretary of State.

ARTICLE I - NAME

The name of the Limited Liability Company is DGE PROPERTIES, LLC

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is c/o White & Case LLP, 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131, Attention: Edward E. Sawyer.

The name and address of the registered agent for service of process on the Company in the State of Florida is Edward E. Sawyer, White & Case LLP, 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131.

ARTICLE III - DURATION

The period of duration for the Limited Liability Company is perpetual.

ARTICLE IV - MANAGEMENT

The Limited Liability Company is to be managed by a manager, and is therefore, a manager-managed company.

ARTICLE V - PURPOSE

The business of the Limited Liability Company shall be limited to (i) solely acquire, own, hold, improve, develop, redevelop, operate, manage, lease, maintain, finance,

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refinance, mortgage, dispose of and otherwise deal with and/or sell property of or related to the real property located in Sunrise, Florida and more commonly known as 1340 Concord Terrace, Sunrise, Florida, (ii) borrow, give security for and refinance a certain loan (the "Mortgage Loan") from Foundation Health Facilities, Inc., a California corporation, its successors and/or assigns (the "Mortgage Lender"), and (iii) engage in any lawful act of activity permitted to a limited liability company under the laws of Florida that is incident, necessary or appropriate to the foregoing.

ARTICLE VI- CERTAIN PROVISIONS

1. Notwithstanding any other provision of these Articles of Organization or any provision of law that would so empower the Limited Liability Company, the Limited Liability Company shall not, without the unanimous consent of all of the members:

- a. cause the Limited liability Company to become insolvent;
- b. commence any case, proceeding or other action on behalf of the Limited Liability Company under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors;
- c. institute proceedings to have the Limited Liability Company adjudicated as bankrupt or insolvent;
- d. consent to the institution of bankruptcy or insolvency proceedings against the Limited Liability Company;
- e. file a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Limited Liability Company of its debts under any federal or state law relating to bankruptcy or insolvency;
- f. seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Limited Liability Company, or any substantial portion of the properties of the Limited Liability Company;
- g. dissolve, liquidate, consolidate, merge or sell all or substantially all of the assets of the Limited Liability Company; or
- h. take any action or cause the Limited Liability Company to take any action in furtherance of any of the foregoing.

2. For so long as the Mortgage Loan is outstanding, the Limited Liability Company shall not:

- a. amend, alter, change, or repeal the provisions of Articles V or VI of these Articles or Organization without the prior written consent of the Mortgage Lender;

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b. engage in any business activity other than as set forth in Article V of these Articles of Organization; cause Limited Liability Company to engage in, or consent to Limited Liability Company engaging in, any business activity not expressly permitted by its organizational documents; or engage in transactions with an affiliate except on an arm's length basis and on commercially reasonable terms;

c. dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer all or substantially all of its properties and assets to any entity, except as expressly permitted in the documents executed in connection with the Mortgage Loan;

d. incur any indebtedness other than the Mortgage Loan and trade payables incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances, except as permitted under the documents executed in connection with the Mortgage Loan; or

e. create, or cause or consent that Limited Liability Company create, any subsidiaries.

3. The Limited Liability Company shall:


- entity;
- a. maintain books and records separate from any other person or entity;
 - b. maintain its accounts separate from any other person or entity;
 - c. not commingle its assets with those of any other entity;
 - d. conduct its own business in its own name;
 - e. maintain separate financial statements;
 - f. pay its own liabilities out of its own funds;
 - g. observe all limited liability company formalities;
 - h. maintain an arm's length relationship with its affiliates;
 - i. pay the salaries of its own employees and maintain a sufficient number of employees in light of contemplated business operations;
 - j. not guarantee or become obligated for the debts of any other entity or hold its credit as being available to satisfy the obligation of others;
 - k. not acquire obligations or securities of affiliates or shareholders;
 - l. allocate fairly and reasonably any overhead for shared office space;

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- m. use separate stationery, invoices and checks;
- n. not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- o. hold itself out as a separate entity (except for federal, state and local income tax purposes);
- p. correct any known misunderstanding regarding its separate identity; and
- q. maintain adequate capital in light of its contemplated business operations.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal this 23 day of July, 2001.


Edward E. Sawyer, Authorized Agent

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